

Annual Contract Competitive Proposal Request	CITY OF BATON ROUGE PARISH OF EAST BATON ROUGE PURCHASING DIVISION	RESPONSES MUST BE RECEIVED BY: 9-26-16 11:00 AM CST
TITLE: Maintenance of Detention Equipment at the East Baton Rouge Parish Prison, Juvenile Detention Facility and Other City Parish Locations		RETURN BID TO: PURCHASING DIVISION
FILE NO: A16-0808 REQ NO: RQ034459	Mailing Address: PO Box 1471 Baton Rouge, LA 70821 Physical Address: 222 St. Louis Street 8 th Floor Room 826 Baton Rouge, LA 70802	
AD DATES: 9-8-16 and 9-15-16		
SHIP TO ADDRESS:	Contact Regarding Inquiries: Purchasing Analyst : Arvin F. Jones Telephone Number: 225-389-3259 x 310 Email: afjones@brgov.com	
VENDOR NAME	MAILING ADDRESS	
REMIT TO ADDRESS	CITY, STATE, ZIP	
TELEPHONE NO. FAX NO.	E-MAIL	
FEDERAL TAX ID OR SOCIAL SECURITY NUMBER	TITLE	
AUTHORIZED SIGNATURE	PRINTED NAME	
QUESTIONS TO BE COMPLETED BY VENDOR: 1. _____ STATE DELIVERY DAYS MAXIMUM AFTER RECEIPT OF ORDER 2. _____ % discount for payment made within 30 days. Discount for payment made in less than 30 days, of less than 1%, or applicable to an indefinite quantity contract will be accepted but not an award consideration. 3. _____ STATE ENUMERATED ADDENDA RECEIVED (IF ANY)		

F.O.B.: DESTINATION - PAYMENT TERMS: NET 30

ALL BLANKS ON THIS PAGE SHOULD BE COMPLETED TO AVOID REJECTION OF BID

The signature on this document certifies that proposer has carefully examined the instructions to bidders, terms and specifications applicable to, and made a part of this solicitation. By submission of this document, proposer further certifies that the prices shown are in full compliance with the conditions, terms and specifications of this solicitation.

No alterations, changes or additions are allowed on this solicitation, and no additional information, clarifications or other documents are to be included unless specifically required by the specification. Any errors in extensions of prices will be resolved in favor of unit prices submitted.

If services are to be performed in East Baton Rouge City-Parish, evidence of a current occupational license and/or permit issued by the City-Parish shall be supplied by the successful vendor, if applicable.

INSTRUCTIONS TO BIDDERS/TERMS & CONDITIONS FOR ANNUAL CONTRACTS

Bidders are urged to promptly review the requirements of these specification, terms and conditions and submit questions for resolution as early as possible during the bid period. Questions or concerns must be submitted in writing to the purchasing division during the bid period. Otherwise, this will be construed as acceptance by the bidders that the intent of the specifications, terms and conditions are clear and that competitive bids may be obtained as specified herein. Protests with regard to the specification, terms and conditions documents will not be considered after bids are opened.

1. Read the entire bid, including all terms and conditions and specifications.
2. This proposal is to establish firm prices for materials supplies and services for the contract period shown. Delivery shall be made or services provided as needed throughout the contract period, or as required by the specification. Quantities, if shown, are estimated only. Smaller or larger quantities may be purchased based upon the needs of the City-Parish. There is no guaranteed minimum quantity.
3. The contract shall be firm through the period indicated on the cover sheet. Upon agreement of both the contractor and the City - Parish, the contract may be extended a second or a third year or other shortened specified time periods. Extension of the contract into the second or third time periods shall be made by letter on or before the expiration of the contract. Extension is only possible if all prices and conditions remain the same.
4. Proposals are mailed only as a courtesy. The City - Parish does not assume responsibility for failure of bidders to receive proposals. Bidders should rely only on advertisements in the local newspaper, and should personally pick up proposals and specifications. Full information may be obtained, or any questions answered, by contacting the Purchasing Division, 222 Saint Louis Street, 8th Floor, Room 826, Baton Rouge, LA 70802 or by calling (225) 389-3259.
5. The contract title, bidder's name, address and bid opening date should be clearly printed or typed on the outside of the bid envelope. Only one bid will be accepted from each bidder for the same job. Alternates will not be accepted unless specifically requested in the proposal. Submission of more than one bid or alternates not requested may be grounds for rejection of all bids by the bidder.
6. The method of delivery of bids is the responsibility of the bidder. All bids must be received by the Purchasing Division, 222 Saint Louis Street, 8th Floor, Room 826, Baton Rouge, LA 70802 on or before the specified bid opening date and time. Late bids will not be considered under any circumstances.
7. Failure to deliver within the time specified in the bid will constitute a default and may cause cancellation of the contract. Where the city has determined the contractor to be in default, the city reserves right to purchase any or all products or services covered by the contract on the open market and to charge the contractor with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid from the defaulting contractor will be considered.
8. Except for bids submitted through the www.bidexpress.com on-line bidding site, bids shall be accepted only on proposal forms furnished by the City of Baton Rouge and Parish of East Baton Rouge Purchasing Division. The City - Parish will only accept bids from those bidders in whose names the proposal forms and/or specifications were issued. Altered or incomplete proposals, or the use of substitute forms or documents, shall render the bid non-responsive and subject to rejection. The entire proposal package, including the specifications and copies of any addenda issued shall be submitted to the Purchasing Division as the bid.
9. All proposals must be typed or written in ink. Any erasures, strikeover and/or changes to prices should be initialed by the bidder. Failure to initial may be cause for rejection of the bid as non-responsive.
10. All proposals must be manually signed by a properly authorized party. Failure to do so shall cause the bid to be rejected as non-responsive.
11. Where one or more vendor's exact products or typical workmanship is designated as the level of quality desired or equivalent, the Purchasing Division reserves the right to determine the acceptability of any equivalent offered.

12. If bidding other than specified, sufficient information should be enclosed with the bid in order to determine quality, suitability, and compliance with the specifications. Failure to comply with this request may eliminate your bid from consideration. If requested, literature and/or specifications must be submitted within seven (7) days.
13. Written addenda issued prior to bid opening which modifies the proposal shall become a part of the proposal for bid, and shall be incorporated within the purchase order and/or contract. Only a written interpretation or correction by Addendum shall be binding. Bidders shall not rely upon any interpretation or correction given by any other method.
14. For Printing solicitations, artwork, dies and/or molds shall become the property of the City - Parish Government and must be returned to the Purchasing Division, 222 Saint Louis Street, 8th Floor, Room 826, Baton Rouge, LA 70802, upon completion of the order.
15. All applicable chemicals, herbicides, pesticides and hazardous materials must be registered for sale in Louisiana by the Department of Agriculture, State of Louisiana, registered with the EPA and must meet all requirements of Louisiana State Laws. Bidders must submit product label, material safety data sheet and EPA registry number with bid. This information will be required on any subsequent deliveries if there is a change in chemical content or a different product is being supplied. Failure to submit this data may be cause for the bid to be rejected or the contract canceled.
16. Delivery of items must be made on time to City - Parish final destinations within East Baton Rouge Parish. All freight charges shall be prepaid by vendor.
17. The City - Parish reserves the right to award items separately, grouped or on an all-or-none basis and to reject any or all bids and waive any informalities.
18. All bidders should submit with their bid, or have on file with the Purchasing Division, a City - Parish Business Profile Data Form. The Business Profile Data Form is available at the Purchasing Department section of the City of Baton Rouge website, www.brgov.com, or by calling the Purchasing Department at 225-389-3259.
19. The State of Louisiana Code of Governmental Ethics places restrictions on awarding contracts or purchase orders to persons who are employed by any agency of the City - Parish Government, or any business of which he or his spouse has more than a twenty-five percent (25%) interest. The Code also prescribes other restrictions against conflict of interest and establishes guidelines to assure that appropriate ethical standards are followed. If any question exists regarding potential violation of the Code of Ethics, bidders should contact the Purchasing Division prior to submission of the bid. Any violation of the Code of Ethics shall be grounds for disqualification of bid or cancellation of contract.
20. All Prices bid shall remain in effect for a period of at least sixty (60) days. City - Parish purchases are exempt from state and local taxes.
21. The City - Parish reserves the right to terminate this contract prior to the end of the contract period on twenty-four (24) hours written notice for unsatisfactory performance. Termination under this paragraph shall not relieve either party of any obligation or liability that may have occurred prior to the effective date of termination.
22. In accordance with Louisiana Revised Statutes, a preference may be allowed for equivalent products produced, manufactured or grown in Louisiana and/or firms doing business in the State of Louisiana. Do you claim this preference if allowed?

YES ____ NO _____. If this preference is claimed, attach substantiating information to the proposal to show the basis for the claim.
23. Right To Audit Clause: The Contractor shall permit the authorized representative of the City-Parish to periodically inspect and audit all data and records of the Contractor relating to his performance under this contract.
24. In accordance with the provisions of LA. R.S. 38:2212.9, in awarding contracts after August 15, 2010, any public entity is authorized to reject the lowest bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more has been convicted of, or has entered a plea of guilty or ***Nolo Contendere*** to any state felony crime or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of this Title, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of Title 39 of the Louisiana

Revised Statutes of 1950, or the Louisiana Procurement Code under the provisions of Chapter 17 of Title 39 of the Louisiana Revised Statutes of 1950.

25. In accordance with Louisiana Law (R.S. 12:262.1 and 12:1308.2), all corporations and limited liability companies must be in good standing with the Louisiana Secretary of State at the time of execution of the contract.
26. Terms and Conditions: This solicitation contains all terms and conditions with respect to the purchase of the goods and/or services specified herein. Submittal of any contrary terms and conditions may cause your bid to be rejected. By signing and submitting a bid, vendor agrees that contrary terms and conditions which may be included in their bid are nullified; and agrees that this contract shall be construed in accordance with this solicitation and governed by the laws of the State of Louisiana as required by Louisiana Law.
27. Certification of no suspension or debarment. By signing and submitting any bid for \$25,000 or more, the bidder certifies that their company, any subcontractors, or principals are not suspended or debarred by the general services administration (GSA) in "Audit Requirements In subpart F of the Office of Management and Budget's uniform administrative requirements, cost principles, and audit requirements for federal awards" (Formerly OMB circular a-133).

A list of parties who have been suspended or debarred can be viewed via the internet at <http://www.sam.gov>

28. Bid prices shall include delivery of all items F.O.B. destination or as otherwise provided. Bids containing "Payment in Advance" or "C.O.D. requirements may be rejected. Payment is to be made within 30 days after receipt of properly executed invoice or delivery, whichever is later.
29. Bidders may attend the bid opening, but no information or opinions concerning the ultimate contract award will be given at the bid opening or during the evaluation process. Bids may be examined within 72 hours after bid opening. Information pertaining to completed files may be secured by visiting the Purchasing Division during normal working hours. Written bid tabulations may be accessed at: <http://brgov.com/dept/purchase/bidresults.asp>.
30. Contractor agrees, upon receipt of written notice of a claim or action, to defend the claim or action, or take other appropriate measure, to indemnify, and hold harmless, the city, its agents and employees from and against all claims and actions for bodily injury, death or property damages caused by fault of the contractor, its officers, its agents, or its employees. Contractor is obligated to indemnify only to the extent of the fault of the contractor, its officers, its agents, or its employees, however the contractor shall have no obligation as set forth with respect to any claim or action from bodily injury, death or property damages arising out of the fault of the City, its officers, its agents, or its employees.
31. Vendors submitting signed bids agree to EEOC compliance and certify that they agree to adhere to the mandates dictated by Title VI and VII of the Civil Right Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Bidders must agree to keep informed of and comply with all federal, state and local laws, ordinances and regulations which affect their employees or prospective employees.

FEDERAL CLAUSES, IF APPLICABLE.

I. Remedies for Breach

Bidder acknowledges that contracts in excess of the simplified purchase threshold (\$150,000.00) shall contain provisions allowing for administrative, contractual, or legal remedies for contractor breaches of the contract terms, and shall provide for such remedial actions as appropriate.

II. Termination and Settlement

Bidder acknowledges that contracts in excess of \$10,000.00 shall contain termination provisions including the manner in which termination shall be effected and the basis for settlement. In addition, such provisions shall describe conditions for termination due to fault and for termination due to circumstances outside of the contractors' control.

III. Access to Records

Bidder acknowledges that all contracts (except those for less than the small purchase threshold) shall include provisions authorizing the recipient, US Funding Agency, the Comptroller General, or any of their duly authorized representatives access to all books, documents, papers, and records of the contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts, and transcriptions.

IV. Equal Employment Opportunity

Bidder acknowledges that all contracts shall contain provisions requiring compliance with

E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11236 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Dept. of Labor.

V. Copeland "Anti-Kickback" Act

Bidder acknowledges that all construction/repair contracts and sub-grants in excess of \$2,000 shall include provisions requiring compliance with the Copeland "Anti-kickback" Act (18

U.S.C. §3141-3148), which provides that each contractor or sub-recipient shall be prohibited from inducing any person employed in the construction, completion, or repair of public work, to give up any part of the entitled.

VI. Davis-Bacon Act

Bidder acknowledges that all construction contracts in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act, which requires contractors to pay laborers and mechanics wages at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. Additionally, contractors shall be required to pay wages not less than once a week.

VII. Contract Work Hours and Safety Standards Act

Bidder acknowledges that all construction contracts in excess of \$2,000, and all other contracts involving the employment of mechanics or laborers in excess of \$2,500 shall include provisions for compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act, which requires each contractor to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours. Section 107 is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous.

VIII. Rights to Inventions Made Under a Contract or Agreement

Bidder acknowledges that contracts for the performance of experimental, developmental, or research work shall include provisions providing for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and the Small Business Firms Under Governments Grants, Contracts, and Cooperative Agreements"

IX. Clean Air Act

Bidder acknowledges that the Clean Air Act (CAA) is the comprehensive federal law regulating air emissions from stationary and mobile sources. Among other things, this law authorizes EPA to establish National Ambient Air Quality Standards (NAAQS) to protect public health and public welfare and to regulate emissions of hazardous air pollutants

X. Clean Water Act.

The contractor hereby agrees to adhere to the provisions which require compliance with all applicable Standards, orders, or requirements issued under section 508 of the clean water act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA list of violating facilities

XI. Energy policy and conservation act

The contractor hereby recognizes the mandatory standards and policies relating to energy Efficiency which is contained in the state energy conservation plan issued in compliance with the energy policy and Conservation act (P.L. 94-163).

Bidders must agree to keep informed of and comply with all federal, state and local laws, ordinances and regulations which affect their employees or prospective employees.

- **Mandatory Pre-Bid Conference and Mandatory Job Site Visits**
Failure to attend pre-bid conference and job site visits will cause your bid to be deemed non-responsive.

**MAINTENANCE OF DETENTION EQUIPMENT
AT THE EAST BATON ROUGE PARISH PRISON, JUVENILE DETENTION
FACILITIES AND OTHER CITY PARISH LOCATIONS**

MANDATORY PRE-BID CONFERENCE AND SITE VISIT

A mandatory pre-bid conference and site visit are scheduled for September 20, 2016, at 9:00 a.m.; the mandatory site visit will be coordinated by a City Parish representative.

Bidders must inspect all locations prior to bidding and must bid all locations.

Bidders to meet on 222 St. Louis Street, 8th Floor, Room 826 at 9:00 a.m. Contact Terry Blackwell at 225-389-3168, if additional information is needed.

Only those bidders who participate in the site visit and bid all locations are eligible to receive an award on this project. It's all or none.

Bidders must include this signed statement page with their bid.

This signed statement certifies that the vendor named below has visited the job sites and is familiar with all conditions surrounding fulfillment of the specifications for this project.

Vendor's Company Name

Date

Vendor's Signature

City Parish Representative Signature

Vendor's Printed Name

City Parish Representative Printed

Name of Locations visited: E.B.R. Parish Prison_____

Juvenile Detention_____

City Court_____

19TH District Court_____

INQUIRY PERIOD

An inquiry period is hereby firmly set for all interested bidders to perform a detailed review of the bid documents and to submit any **written questions** relative thereto. *Without exception*, all questions **MUST** be in writing.

The City-Parish shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and operations of our departments. The City-Parish reasonably expects and requires *responsible and interested* bidders to conduct their in-depth review of the bid document and submit inquiries in a timely manner.

All inquiries shall be received by the close of business on **9-21-16**.

INQUIRIES AND/OR QUESTIONS SHALL NOT BE ENTERTAINED THEREAFTER.

Inquiries are to be directed as follows:

Arvin F. Jones, Purchasing Analyst
City-Parish Purchasing Department
222 St. Louis Street, Room 826 (Hand Delivery)
Baton Rouge, LA 70802
or
P. O. Box 1471
Baton Rouge, LA 70821
or
Email: afjones@brgov.com
or Fax (225) 389-4841

CONTRACTOR'S AND SUB CONTRACTOR'S INSURANCE

Contractor and any subcontractor shall carry and maintain at least the minimum insurance as specified below until completion and acceptance of the work. Contractor shall not commence work under this contract until certificates of insurance have been approved by the City-Parish Purchasing Division. Insurance companies listed on certificates must have industry rating of A-, Class VI or higher, according to Best's Key Rating Guide. Contractor is responsible for assuring that its subcontractors meet these insurance requirements.

A Commercial General Liability on an occurrence basis as follows:

General Aggregate	\$2,000,000
Products-Comp/Op Agg	\$ 1,000,000
Personal & Adv Injury	\$ 1,000,000
Each Occurrence	\$ 1,000,000
Fire Damage (Any one fire)	\$ 50,000
Med Exp	\$ 5,000

B. Business Auto Policy
Any Auto, or Owned, Combined Single Limit
Non-Owned & Mired \$300,000

C. Standard Workers Compensation - Full statutory liability for State of Louisiana with Employer's Liability Coverage.

D. The City of Baton Rouge and Parish of East Baton Rouge must be named as additional insured on all general liability policies described above.

E. Waiver of subrogation in favor of City of Baton Rouge and Parish of East Baton Rouge, is required from Workers Compensation Insurer.

F. Certificates must provide for thirty (30) days written notice to Certificate Holder prior to cancellation or change.

G. The Certificate Holder should be shown as:

City of Baton Rouge and Parish of East Baton Rouge
Attn: Purchasing Division
Post Office Box 1471
Baton Rouge, Louisiana 70821

SPECIAL CONDITIONS:

WORKING WITHIN SECURED AREAS

A portion of the work will be performed within secured areas.

Security

Contractor shall supply the completed Criminal History and Background information forms for all their employees who may be working at the jobsite, to the East Baton Rouge City Parish Public Building Maintenance/Building & Grounds Office for advance security reasons.

Criminal Background Check

These facilities will require Criminal Background Checks before and during the contract period for all contractor employees performing these services.

Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity and shall be responsible for taking such disciplinary action with respect to his employees as may be necessary. The Contractor is responsible for ensuring that his employees do not disturb papers on desks, open desk drawers, or cabinets, or use Agency computers, fax machines, telephones, copy machines.

Contractor will be required to perform all work in keeping with City security procedures while on the Facilities' grounds and shall be responsible for all personnel (including subcontractors) employed by their firm to ensure that Facilities' dress codes and overall policies are followed.

Notice Warning

Any person who takes into, or out of, or attempts to take into, or out of a correctional facility or the grounds belonging to or adjacent to a correctional facility, any item not specifically authorized by the correctional facility, shall be prosecuted under the provisions thereof. All persons, including employee and visitors, entering upon these confines are subject to routine searches of their persons, vehicles, property or packages.

Contraband

Contraband means any dangerous drug, narcotic drug; intoxicating liquor of any kind, deadly weapon, dangerous instrument, explosive or any other article whose use of or possession would endanger the safety, security or preservation or order in a correctional facility or any person therein. (Any article includes any substance that could cause abnormal behavior, i.e., marijuana, nonprescription medication, etc.)

A person, not otherwise authorized by law, commits promoting contraband:

By knowingly taking contraband into a correctional facility or the grounds of such a facility; or
By knowingly conveying contraband to any persons confined in a correctional facility; or
By knowingly making, obtaining, or possessing contraband while being confined in a correctional facility.

The Contractor will provide the City with a complete list of all persons duly authorized to work on this project. Only those persons will be allowed to work within secured areas. All Contractors' personnel authorized to work within secured areas may be subject to fingerprinting and a criminal security check performed by the City. The City may issue temporary identification cards, which will be kept by the City's security personnel and issued and collected on a daily basis.

Law prohibits the import of contraband such as drugs, liquor, firearms, ammunition and other similar items into any areas of work. City's security personnel may conduct searches of Contractors' personnel, equipment, tools, and supplies at any time. Use of cameras and recording devices by Contractors' personnel is restricted. Such use must be approved on a case-by-case basis.

The City may require the Contractor to remove any worker who has been convicted of a felony, who is a family member of an inmate, or who violates any provision of this Article.

Work being performed within certain areas may require an escort provide by the City. These areas shall not be entered into without City's escort. Work within these areas may be restricted to spaces that can be observed by the City's escort.

All tools and equipment taken into a secured area shall be listed in a manifest with copies provided to City's security personnel. All tools and equipment shall be accounted for at the close of each day. All changes to the inventory shall be addressed by changing the manifest Contractor is responsible for proper storage of tools and equipment when in a secured area. All broken tools and equipment should be reported to the City's security personnel.

A designated area outside of the secured area will be arranged for parking of personal vehicles. Delivery trucks will be admitted to receiving areas only by the request of the Contractor, and may be under the supervision of City's security personnel. Immediately load or unload trucks and remove from secured areas.

Workers shall not talk to, signal, whistle, or in any way attract the attention of any inmate, and shall restrict their movements to the project area. Nothing shall be taken from or given to an inmate. Inmates are not to help workmen in any way. Workers shall promptly notify their supervisor or City's security personnel of all unusual happenings pertaining to the inmates.

Within secured areas, the City will designate washing and toilet facilities for Contractor's use.

GENERAL:

The purpose of this contract is to establish hourly rates for a qualified contractor to repair Detention Equipment at the East Baton Rouge Parish Prison, 2867 General Isaac Smith Blvd., Juvenile Detention Facility, 8333 Veterans Memorial Blvd. 19th Judicial Court, 300 North Blvd. and Baton Rouge City Court, 233 St. Louis St. The City of Baton Rouge reserves the right to add or delete locations. Repair parts will be supplied by the City of Baton Rouge. Should parts not be available the contractor shall submit a list of materials and prices to the designated representative of prison maintenance. If approved, the contractor may continue with the repairs. The successful contractor must provide insurance per the attached specification and must possess the following licenses:

Louisiana Specialty Contractors License for Prison, Penitentiary, Jail, and Confinement Institutional Equipment

Louisiana State Fire Marshall Life, Safety, and Property Protection.

Employees of the successful contractor shall also be required to possess the Louisiana State Fire Marshall Life, Safety, and Property Protection.

Contractors must submit a copy of their license with the bid. Employees must have their license with them at all times when working at the prison and must also submit a copy to the DPW-Prison Maintenance designated representative, Dwayne Dufour.

Additionally all employees working inside the prison must pass a security and background evaluation as required by the East Baton Rouge Parish Sheriff's Office. The evaluation will be administered by the sheriff's office without charge to the contractor.

EQUIPMENT TO BE MAINTAINED:

The detention grade equipment to be maintained at the parish prison includes but is not limited to the following:

- Southern Folger Sliding Door Devices and Controls
- Southern Folger Swing Door Locks
- R & S Model 2000 Sliding Door Devices and Controls
- Door Control Panels
- JVC-CCTV System
- Dukane Intercom System Model A876B/4A881B
- Southern Folger Vehicle Gate System
- Hydraulic Gate Operators
- Plumbing Fixtures and Controls
- Commercial Kitchen Equipment

There are a minimum of 445 sliding and 400 swing doors of both types.

In addition the successful contractor shall have the ability to fabricate detention equipment components as required.

RESPONSE TIME:

Because this is a secured detention facility, the successful contractor shall be on call twenty four (24) hours per day, including weekends and holidays. He must respond to service calls within a one (1) hour period and be on site to make necessary repairs within a two (2) hour time period.

SCOPE OF WORK:

The successful contractor will be responsible for evaluating and repairing the following detention equipment:

1. Swing Doors, Locks, Hardware, and Controls
2. Sliding Doors, Locks, Hardware, Emergency Release System, and Controls
3. Vehicle Gate Operators, Gate Panel Hardware, and Controls
4. Door Frames and Miscellaneous Equipment Problems
5. Plumbing Fixtures and Controls both Electronic and Pneumatic
6. Miscellaneous Security Equipment including but not limited to Camera's, Intercoms, and Controls
7. Miscellaneous Commercial Kitchen Equipment including but not limited to Ovens, Kettles, Fryers, and Warmers.

CITY OF BATON ROUGE
PARISH OF EAST BATON ROUGE
PURCHASING DIVISION

Exhibit A:

PROPOSAL FORM FOR ANNUAL CONTRACT A16-0808

ITEM NO.	DESCRIPTION	TOTAL PRICE
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MAINTENANCE AND REPAIR

- | | | |
|----|--|------------------|
| 1. | Provide Labor and Insurance to Maintain Detention Equipment at East Baton Rouge Parish Prison, the Juvenile Detention Facility, 19 th Judicial Court Facility and Baton Rouge City Court.

Regular Hourly Rate During Normal Business Hours
Monday through Friday 7:00 AM to 3:30 pm | \$ _____
Hour |
| 2. | Overtime Rate After Normal Business Hours | \$ _____
Hour |
| 3. | Weekend and Holiday Rate | \$ _____
Hour |

AGREEMENT

THIS AGREEMENT, made and entered into at Baton Rouge, Louisiana, effective the ____ day of _____, 20__, by and between the City of Baton Rouge and Parish of East Baton Rouge (herein after called "Owner") and _____ (herein after called "Contractor").

The Contractor shall perform all work required by the Contract Documents for the following services:

Annual Contract Number and Title_A16-0808 for Maintenance of Detention Equipment at the East Baton Rouge Parish Prison and Juvenile Detention Facility and Other City Parish Locations Contract Period: November 1, 2016 through October 31, 2017.

1. The following Contract Documents are all hereby made a part of this Agreement to the same extent as if incorporated herein in full:
 - A. Bid Documents complete with terms and conditions
 - B. The Contractor's Proposal with all attachments.
 - C. The Specifications
 - D. The following enumerated addenda:
2. No amendment to this Contract shall be made except upon the written consent of the parties.
3. Insurance and Indemnity requirements shall conform to those stated in the specifications.
4. Contractor shall be paid an amount based on the attached Exhibit A:
5. Right to Audit/Records Retention. The Contractor shall permit the authorized representative of the City-Parish to periodically inspect and audit all data and records of the Contractor relating to his performance under this contract. Louisiana Revised Statute 44:36 Preservation of Records states that public records shall be preserved and maintained for a period of at least (3) three years from the date on which the public record was made.
6. Payment terms for services will be Net 30 days based on the monthly invoice. Agencies will be invoiced monthly in arrears by the contractor. Advanced payments shall not be made.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first written above.

WITNESS:

CITY OF BATON ROUGE
AND PARISH OF EAST BATON ROUGE
Owner

By _____
Melvin L. "Kip" Holden, Mayor-President

WITNESS:

Contractor

By _____

(Typed Name and Title)

AFFIDAVIT

STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE

BEFORE ME, the undersigned authority, personally came and appeared

who, being duly sworn did depose and say:

That he is a duly authorized representative of _____

receiving value for services rendered in connection with

**MAINTENANCE OF DETENTION EQUIPMENT AT THE EBR PARISH PRISON,
JUVENILE DETENTION FACILITY AND OTHER CITY PARISH LOCATIONS**

a public project of the City of Baton Rouge, Parish of East Baton Rouge, Louisiana: that he has employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by him whose services in connection with the project or in securing the public contract were in the regular course of their duties for him; and that no part of the contract price received by him was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by him whose services in connection with the project were in the regular course of their duties for him.

This affidavit is executed in compliance with the provisions of LA R.S. 38:2224.

Affiant's Signature

SWORN TO AND SUBSCRIBED before me, on this _____ day of _____
_____, 2013.
Baton Rouge, Louisiana.

NOTARY PUBLIC

CORPORATE RESOLUTION

A meeting of the Board of Directors of _____,
a corporation organized under the laws of the State of _____ and domiciled in
_____ was held this _____ day of _____, 20____ and was attended by a
quorum of the members of the Board of Directors.

**The following resolution was offered, duly seconded and after discussion was unanimously adopted
by said quorum:**

BE IT RESOLVED, that _____ is hereby authorized
to submit proposals and execute agreements on behalf of this corporation with the City of Baton Rouge, and
Parish of East Baton Rouge.

BE IT FURTHER RESOLVED, that said authorization and appointment shall remain in full force and
effect, unless revoked by resolution of this Board of Directors and that said revocation will not take effect until
the Purchasing Director of the Parish of East Baton Rouge, shall have been furnished a copy of said
resolution, duly certified.

I, _____, hereby certify that I am the Secretary of _____
a corporation created under the laws of the State of _____ domiciled in _____
that the foregoing is a true and exact copy of a resolution adopted by a quorum of the Board of
Directors of said corporation at a meeting legally called and held on the _____ day of _____
20 ____, as said resolution appears of record in the Official Minutes of the Board of Directors in my
possession. This _____ day of _____, 2013

Secretary

BIDDER'S ORGANIZATION

BIDDER IS:

AN INDIVIDUAL

Individual's Name: _____

Doing business as: _____

Address: _____

Telephone No.: _____ Fax No _____

A PARTNERSHIP

Firm Name: _____

Address: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____

A LIMITED LIABILITY COMPANY

Company Name: _____

Address: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____

A CORPORATION

IF BID IS BY A CORPORATION, THE CORPORATE RESOLUTION MUST BE SUBMITTED WITH BID.

Corporation Name: _____

Address: _____

State of Incorporation: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____

IF BID IS BY A JOINT VENTURE, ALL PARTIES TO THE BID MUST COMPLETE THIS FORM.